

NTA Graphics, Inc. and Graphic Communications International Union, Detroit-Toledo Local 289, AFL-CIO-CLC. Cases 8-CA-20167, 8-CA-20458, 8-CA-20732, and 8-RC-13648

November 29, 1991

SUPPLEMENTAL DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS
DEVANEY AND OVIATT

On July 31, 1991, the National Labor Relations Board issued its Decision and Order in the above-captioned consolidated proceeding.¹ One of the allegations in the complaint was that the Respondent had unilaterally, and without bargaining with the Union, changed the shift hours of unit employees, in violation of Section 8(a)(5) and (1) of the Act. Although there is no dispute that the Respondent changed the shift hours as alleged, the issue could not be resolved until a number of challenged ballots cast in the election previously held in Case 8-RC-13648 were counted,² and it could be determined whether or not the Union had won the election.³ The Board therefore severed Case 8-RC-13648 and remanded it to the Regional Director for that purpose. The Board held the unilateral change allegation in abeyance. The Regional Director certified the Union as the unit employees' representative on September 9, 1991.

Because the Union prevailed in the election, the Respondent's unilateral change in shift hours of unit employees, without notice to or bargaining with the Union, violated Section 8(a)(5) and (1), as the complaint alleges.⁴

REMEDY

Having found that the Respondent violated Section 8(a)(5) and (1) by unilaterally changing the shift hours of its unit employees, we shall order it to cease and desist from making such unilateral changes in the future, and to take certain affirmative action necessary to effectuate the purposes of the Act. Specifically, we shall require the Respondent, on request by the Union, to restore the shift hours of its second-shift unit employees to those that were in effect before the unilateral change, and to make the employees whole for any losses they may have incurred as a result of the Respondent's unlawful action, in the manner prescribed

¹ 303 NLRB 801. Member Oviatt did not participate in that decision.

² The Respondent filed four objections to the conduct of the election, all of which have been overruled.

³ Whether the Respondent's unilateral change in shift hours was lawful or unlawful depended on whether the Union won the election. See 303 NLRB 801; see also *Mike O'Connor Chevrolet Co.*, 209 NLRB 701, 703 (1974), enf. denied on other grounds 512 F.2d 684 (8th Cir. 1975).

⁴ *Mike O'Connor Chevrolet Co.*, supra.

in *Ogle Protection Service*, 183 NLRB 682 (1970), with interest as provided in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

ORDER

The Respondent, NTA Graphics, Inc., Toledo, Ohio, its officers, agents, successors, and assigns, shall

1. Cease and desist from unilaterally, and without notice to or bargaining with Graphic Communications International Union, Detroit-Toledo Local 289, AFL-CIO-CLC (the Union), changing the shift hours of its employees represented by the Union in the following appropriate unit:

All full-time and regular part-time press room employees employed by the Respondent at its Toledo, Ohio facility, excluding all office clerical employees and professional employees, guards, and supervisors as defined in the Act and all other employees.

2. Take the following affirmative action necessary to effectuate the purposes of the Act.

(a) On request by the Union, restore the shift hours of its unit employees on the second shift to those that were in effect prior to the unlawful change promulgated by the Respondent about November 10, 1987.

(b) Make its unit employees whole for any losses they may have incurred because of the Respondent's unlawful unilateral changes, in the manner set forth in the remedy section of this supplemental decision.

(c) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Post at its facility in Toledo, Ohio, copies of the attached notice marked "Appendix."⁵ Copies of the notice, on forms provided by the Regional Director for Region 8, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

⁵ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT unilaterally, and without notice to or bargaining with the Union, change the shift hours of our employees in the following appropriate bargaining unit:

All full-time and regular part-time press room employees employed by us at our Toledo, Ohio facility, excluding all office clerical employees and professional employees, guards, and supervisors as defined in the Act and all other employees.

WE WILL, on request by the Union, restore the shift hours of unit employees on the second shift to those that were in effect before we unlawfully changed them in November 1987.

WE WILL make our unit employees whole with interest, for any losses they may have incurred because of our unlawful actions.

NTA GRAPHICS, INC.